

AWARD OF ARBITRATOR

In the Matter of Interest
Arbitration

between

City of Danville

and

Policemen's Benevolent &
Protective Association, Unit #11

Opinion and Award
by

Arbitrator

Peter Feuille

in

ILRB No. S-MA-06-233

Date of Award: February 15, 2007

APPEARANCES

For the City:

Mr. Timothy E. Guare, Attorney
Mr. John P. Walgamot, Corporation Counsel
Mr. David B. Wesner, City Attorney
Ms. Sherri Johnson, Human Resource Manager
Mr. Bob Richard, Deputy Director of Police

For the Union:

Mr. Sean M. Smoot, Attorney
Mr. Eric L. Poertner, Chief Labor Representative
P.O. Mark Showers, President
P.O. Calvin M. Showers, Treasurer
P.O. Nathan Howie, Vice President

INTRODUCTION

The City of Danville ("City") and the Policemen's
Benevolent & Protective Association, Unit #11 ("Union") have

been negotiating for a successor collective bargaining agreement ("CBA") to succeed their 2002-06 CBA. The parties have reached agreement on many issues, but have not been able to reach agreement on all issues. Accordingly, they invoked the interest arbitration procedure specified in Section 14 of the Illinois Public Labor Relations Act ("Act"). The parties selected the undersigned as Arbitrator, waived the tripartite arbitration panel format and agreed that I would serve as the individual Arbitrator, and also waived the Act's requirement that the hearing in this matter must commence within 15 days of the Arbitrator's appointment.

By mutual agreement, the parties held an interest arbitration hearing on February 15, 2007 in Danville, IL. At this hearing both sides were able to fully discuss the unresolved issues. The hearing was stenographically recorded. The parties waived oral closing arguments and the submission of post-hearing briefs. The record was closed at the conclusion of the hearing on February 15, 2007.

THE ISSUES

At the hearing the parties stipulated that the issues presented for resolution are:

1. Salaries (Section 11.1 and Appendix B)

2. Longevity Pay (Section 11.2)
3. Insurance (Section 11.4)
4. Eyeglass and Watch Replacement or Repair (Section 11.7)
5. Canine Officers (Memorandum of Understanding)

ANALYSIS AND OPINION

Prior to the hearing, the parties agreed upon a three-year duration of their next CBA. Except as otherwise noted, the new CBA will take effect on May 1, 2006 and continue in effect through April 30, 2009. After thoroughly discussing the unresolved issues, the parties have agreed to the following resolutions of these issues, which are hereby incorporated into and rendered via this Award.

Salaries (Section 11.1 and Appendix B)

Effective for the year May 1, 2006 through April 30, 2007, the base salaries specified in Appendix B shall be frozen (i.e., shall continue unchanged from their 2005-06 levels) for all members of the bargaining unit.

Effective for the year May 1, 2007 through April 30, 2008, the base salaries specified in Appendix B shall be increased by three and one-half percent (3.5%) over their 2005-06 levels.

Effective for the year May 1, 2008 through April 30, 2009, the base salaries specified in Appendix B shall be increased by three and one-half percent (3.5%) over their 2007-08 levels.

Longevity Pay (Section 11.2)

Effective May 1, 2006, the longevity pay amounts in Section 11.2 shall be adjusted as follows:

The longevity pay rate for officers from the beginning of their fifteenth year through the end of their seventeenth year shall be increased from ten (10) percent to eleven (11) percent of base pay.

The longevity pay rate for officers from the beginning of their eighteenth year through the end of their nineteenth year shall be increased from twelve (12) percent to thirteen (13) percent of base pay.

The longevity pay rate for officers from the beginning of their twentieth year through the end of their twenty-fifth year shall be increased from thirteen (13) percent to fifteen (15) percent of base pay.

The longevity pay rate for officers from the beginning of their twenty-sixth year through the end of their service shall be increased from fourteen (14) percent to sixteen (16) percent of base pay.

Insurance (Section 11.4)

For the year May 1, 2006 through April 30, 2007, the Employee contribution toward the premium cost for group health insurance dependent coverage shall continue unchanged from the

2005-06 amounts (\$55/month for Employee with one dependent and \$65/month for Employee with two or more dependents).

For the year May 1, 2007 through April 30, 2008, the Employee contribution toward the premium cost for group health insurance dependent coverage shall be as follows: \$70/month for Employee with one dependent and \$80/month for Employee with two or more dependents.

For the year May 1, 2008 through April 30, 2009, the Employee contribution toward the premium cost for group health insurance dependent coverage shall be as follows: \$85/month for Employee with one dependent and \$95/month for Employee with two or more dependents.

Eyeglass and Watch Replacement or Repair (Section 11.7)

Effective May 1, 2007, in subsection 11.7(c) (the "Certain Personal Property" subsection), add a new item (v) as follows "cellular phone, \$100.00" at the end of this subsection.

Canine Officers (Memorandum of Understanding)

The 2002-06 CBA currently has a "Memorandum of Understanding" ("MOU") dated March 23, 2004 that addresses various conditions of employment for canine officers. The parties agree to modify the first sentence of item 16 of this

MOU to read as follows: "16. In addition to 15 above an additional eight hours of training a month will be allowed and will be done on duty as long as no hireback is required."

The parties also discussed additional employment terms of the training of canine officers and canine teams that have been in effect for several years but have not been memorialized in their CBA. The City intends to continue these training practices to the extent they are economically feasible.

Parties' Agreements

I hereby incorporate into this Award the following CBA language changes that have been mutually agreed upon by the parties, which are attached to this Award and incorporated herein:

Section 6.2

Section 6.2.1

Section 7.6

Section 8.8(a)

Section 8.8(b)

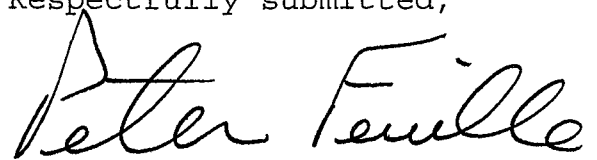
Section 9.3

Section 11.5

AWARD

Under the authority granted to me by Section 14(g) of the Act, I render the rulings on the previously unresolved issues in the manner explained above. It is so ordered.

Respectfully submitted,

A handwritten signature in cursive script that reads "Peter Feuille". The signature is written in black ink and is positioned above a horizontal line.

Peter Feuille
Peter Feuille
Arbitrator

Champaign, Illinois
February 15, 2007